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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

Date of decision: 10.09.2026

CNR No. DLHC010329062021

+ **CONT.CAS(C) 777/2021**

ANUP CHAWLA

.....Petitioner

Through: **Mr. Milan Deep Singh and
Mr. Kartik Dawar, Advocates.**

versus

KAPIL CHAWLA

.....Respondent

Through: **Ms. Arunima Dwivedi, CGSC
along with Ms. Himanshi
Singh, Ms Monalisha Pradhan
and Mr. Suman Ghosh,
Advocates.**

CORAM:

**HON'BLE MR. JUSTICE HARISH VAIDYANATHAN
SHANKAR**

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JUDGEMENT (Oral)

1. The present Contempt Petition has been filed under Section 12 of the **Contempt of Courts Act, 1971**¹ alleging willful and deliberate disobedience of the **Order dated 17.03.2021**² passed by the learned Co-ordinate Bench of this Court in W.P.(C) 3829/2020, titled "*Anup Chawla v. Delhi Development Authority Through its Chairman & Ors.*". The Impugned Order reads as under:

- "1. The *lis* has been settled between the petitioner and R-3, courtesy of the Delhi High Court Mediation and Conciliation Centre, by way of a Settlement Agreement dated 11.02.2021.
2. Mr. Kapil Chawla/R-3 is present in the Court through

¹ CC Act

² Impugned Order



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video-conferencing and has been identified by his counsel named above. The petitioner too is present in the Court through video-conferencing and has been identified by her counsel.

3. R-3 states that he undertakes to abide by the terms of the settlement. His undertaking is accepted. The learned counsel for R-3 submits that there is a will apropos another property, for which the parties may pursue their remedies. It, however, does not affect the settlement in any manner.
4. The petition, along with pending application, stands disposed-off in terms of the Settlement Agreement.
5. The next date of 11.05.2021 stands cancelled.”

2. It is the case of the Petitioner that certain disputes had arisen between the parties, which came to be settled by way of the **Settlement Agreement dated 11.02.2021³**. It is further the case of the Petitioner that, in terms of the Settlement Agreement, the first installment of Rs. 3,36,000/-, after deduction of the applicable TDS, was paid to the Respondent.

3. Learned counsel appearing on behalf of the Petitioner submits that the respective obligations of the parties under the Settlement Agreement are set out in Clause 4 thereof, which reads as follows:

- “4. The Second Party, who is currently residing in Poland, undertakes that he shall prepare the below-mentioned documents and send a scanned copy of the same to its Advocate (Mentioned in the Recitals) within a period of 20 (twenty) days of signing of this Agreement. Upon receiving documents as above, the Advocate of the Second Party shall inform the Advocate of the First Party, who shall have a right to inspect the said documents. Upon the said inspection by the Advocate of the First Party, the payment of the first installment of Rs.3,36,000/- (Rupees Three Lakhs Thirty Six Thousand Only) shall be made by the First Party to the Second Party within a period of two days. Upon receipt of the said payment from the First Party, the Second Party shall deliver to the First Party the original set of the below-mentioned documents through Blue Dart/DHL courier service. The cost of the courier shall be borne by the Second Party. The Second Party shall share with the First

³ Settlement Agreement



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Party the proof of courier within a period of two days from the date of receipt of payment of the first instalment. The documents shall be couriered by the Second Party to the following address:

Name:- Mrs. Pooja Chawla W/o Anup Chawla

Address: 89, Dharam Kunj Apartments, Sector -9, Rohini,

Delhi-110085

Phone No.: 9311521362

The following documents shall be provided by the Second Party to the First Party:

- a. Special Power of Attorney in favour of Mrs. Gulshan Kukreja w/o Kulbhushan Kukreja, R/O Flat No- 91, Rishi Apartment, Sector - 9, Rohini, Delhi - 110085 authorizing her to provide Relinquishment Deed in favour of the First Party, a draft whereof has been annexed hereto as Annexure-1;
- b. Article 4 Affidavit, a draft whereof has been annexed hereto as Annexure-2;
- c. Self-Attested copy of Passport of the Second Party;
- d. Self-Attested copy of class 10th marksheet of the Second Party/a self-attested copy of passport and a copy of PAN Card.
- e. Indemnity bond, a draft whereof has been annexed hereto as Annexure-3;
- f. Undertaking, a draft whereof has been annexed hereto as Annexure-4;

The documents mentioned above shall be duly apostilled/attested in Poland through appropriate diplomatic mission/authorities;”

4. Thus, from the terms of the Settlement Agreement, it is apparent that the Petitioner was required to make payment of Rs.3,36,000/- upon inspection of the documents furnished by the Respondent. Learned counsel submits that the requisite inspection was carried out and the payment was thereafter duly made, after deduction of TDS.

5. Learned counsel appearing on behalf of the Petitioner further submits that, despite receipt of the first instalment in terms of the



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Settlement Agreement, the Respondent failed to dispatch the original documents which he was required to send to the Petitioner. It is, therefore, submitted that the Respondent, in terms of Section 2(b) of the CC Act, has committed wilful disobedience of the terms of the Settlement Agreement, which were incorporated in, and formed the basis of, the Order dated 17.03.2021 and the undertaking furnished by the Respondent was expressly accepted and recorded therein.

6. *Vide* Order dated 11.03.2026, this Court had observed that, in the event of the Respondent not appearing on the next date of hearing, the matter would be heard *ex-parte*. The matter was thereafter listed on 19.05.2026 as well as on 09.09.2026. However, there was no appearance on behalf of the Respondent on either of the aforesaid dates.

7. In view of the above, the Court proceeds to hear the present matter *ex-parte*.

8. This Court has heard the learned counsel appearing on behalf of the Petitioner at length, and, with his able assistance, perused the material placed on record.

9. The Settlement Agreement dated 11.02.2021 is clear and unambiguous. The obligations undertaken by the Respondent thereunder are specific and leave no scope for doubt as to the acts required to be performed by him. The Respondent was, therefore, duty bound to abide by the terms of the settlement, particularly once the said terms formed the basis of the disposal of the writ petition and his undertaking to abide by the settlement was expressly accepted and recorded by this Court.

10. The material on record demonstrates that, upon inspection of



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the documents, the first instalment was paid by the Petitioner to the Respondent. Despite receipt of the said payment, the Respondent failed to dispatch the original documents as required under Clause 4 of the Settlement Agreement. There has, thus, been a failure on the part of the Respondent to perform the obligation expressly undertaken by him. The acceptance of the amount evidences that the Respondent has accepted and acted upon the terms of Settlement Agreement.

11. It is also significant that the present proceedings have remained pending since the year 2021 and the Respondent had entered appearance on various dates. However, he has chosen not to appear before this Court for a considerable period of time. More importantly, there is no material before this Court to suggest that the Respondent has disputed either the Settlement Agreement or his obligation thereunder to hand over the documents as agreed between the parties.

12. In these circumstances, the continued failure of the Respondent to comply with the terms of the Settlement Agreement, coupled with his failure to participate in the present proceedings, leaves this Court with no manner of doubt that the Respondent has wilfully and deliberately disobeyed the Order dated 17.03.2021. The Respondent is, accordingly, held guilty of contempt of this Court.

13. In view of the foregoing discussion, the present Contempt Petition is allowed.

14. Accordingly, list on 30.10.2026 for sentencing. Respondent Kapil Chawla is directed to be physically present in Court on the said date.

HARISH VAIDYANATHAN SHANKAR, J.
SEPTEMBER 10, 2026/tk/ma